

## LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (the "Agreement") is made as of this 9<sup>th</sup> day of February, 2000, by and between Warrenville Development, L.P., an Illinois limited partnership ("Landlord") and Chicago Family Golf Centers, as debtor and debtor-in-possession ("Debtor").

### WITNESSETH

WHEREAS, Landlord, as landlord, and Debtor, as tenant, or their predecessors in interest, entered in a lease dated October 7, 1994; and

WHEREAS, the lease, as the same may have been amended and assigned from time to time, together with any and all other leases or agreements in force between the parties or their respective "Affiliates" (hereinafter defined) affecting or connected with the "Premises" (hereinafter defined) is referred to as the "Lease"; and

WHEREAS, the Lease covers certain premises described as Exhibit A to the Lease and commonly known as the Cantera Golf Center at 28251 Diehl Road, Warrenville, Illinois (the "Premises") on the terms and conditions set forth therein; and

WHEREAS, on May 4, 2000, the Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"); and

WHEREAS, except as otherwise provided herein, and subject to the conditions set forth herein, the parties desire to terminate the Lease, effective as of \_\_\_\_\_ (the "Termination Date").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Landlord and Debtor hereby covenant and agree as follows:

1. As of the Termination Date, (a) Debtor hereby surrenders the Premises to Landlord and does hereby give, grant and surrender unto Landlord all of Debtor's right, title and interest in and to the Premises, including, without limitation, all of Debtor's right, title and interest in, to and under the Lease, and Landlord hereby accepts such surrender; and (b) Debtor transfers all of the tangible personal property, if any, owned by Debtor (excluding cash) on the Premises as of the Termination Date to Landlord "As Is", "Where Is", without warranty or representation of any sort whatsoever. Except as otherwise provided herein, each of the parties hereto acknowledge performance of all obligations of the other party under this Lease or otherwise in connection with the Premises through and including the date of this Agreement, and agree that, from and after the Termination Date, the Lease and all rights and obligations of the parties thereunder, shall be deemed to have expired and terminated as fully and completely and with the same force and effect as if such date were the termination date set forth in the Lease and Debtor surrendered the Premises to Landlord in conformity with the Lease, and that the Lease is hereby agreed to be null and void and of no further force and effect as of that date. In addition, any and all rights and obligations of the parties which may have arisen in connection with the Premises shall be deemed to have expired and terminated as of the Termination Date.

2. Upon the Termination Date, Landlord agrees to pay to Debtor the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as cash consideration via certified or bank check in addition to and in excess of any pre-petition and post-petition cure amounts.

The remainder of Exhibit A is available upon  
request to Debtors' counsel